

EXHIBIT 7

Page 1

1 David Merriman

2 UNITED STATES DISTRICT COURT

3 FOR THE SOUTHERN DISTRICT OF NEW YORK

4 CATHERINE MCKOY, MILLARD

5 WILLIAMS, MARKUS FRAZIER, and

6 LYNN CHADWICK individually and

7 on behalf of all others

8 similarly situated,

Index No.

1:18-cv-09936-LGS

Plaintiff

10 Vs.

11 THE TRUMP CORPORATION, DONALD J.

12 TRUMP, in his personal capacity,

13 DONALD TRUMP JR., ERIC TRUMP,

14 and IVANKA TRUMP,

15 Defendants.

16

17 Videotape Deposition of
18 David Merriman
Thursday August 18, 2022
At 9:48 a.m.

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22

2020 RELEASE UNDER E.O. 14176

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1	David Merriman	1	David Merriman
2	A. But they were inviting -- they were open to	2	There is an attachment to it, put them
3	all IBOs if they chose to -- to come.	3	together.
4	Q. Got it.	4	It's the attachment you can see
5	And that was the name we saw in like the	5	reflected here.
6	Detroit flier, for example, or some of the other	6	MR. ROBERT: So this is -- both is
7	documents, right, international event?	7	Exhibit 22?
8	A. Yes.	8	MR. QUINN: Correct. These are all
9	Q. Okay. In paragraph 6, you can see that	9	together. You can see the Bates are
10	Mr. Trump grants ACN a royalty free license to use the	10	sequential and the cover note refers to an
11	video, as well as recordings of the speeches, but	11	attachment.
12	solely for purposes of promoting ACN to current or	12	BY MR. QUINN:
13	perspective IBOs; is that right?	13	Q. All right. Let's look first at the cover
14	A. Yes. That is what it says.	14	e-mail, this is a February 2006 e-mail from Allan Van
15	Q. And ACN did, in fact, use that content in	15	Buhler to Chip Barker, copied to Greg Provenzano and
16	the opportunity disc and another ACN created	16	Robert Stevanovski, right?
17	promotional materials we've talked about this morning?	17	A. Yes.
18	A. Yes.	18	Q. And February 2006, that is when this
19	Q. Okay. You can put that to the side for a	19	endorsement agreement that we just looked at,
20	moment. I would ask you, this is one of those I will	20	Exhibit 21, was executed, right?
21	ask you to keep handy, because we may look back at it.	21	A. Yes.
22	A. Okay.	22	Q. So these are just a few days apart.
23	(Plaintiff Exhibit 22 was marked for	23	Okay. And Mr. Van Buhler says, "I met with
24	identification.)	24	the founders" -- just pause there.
25	MR. QUINN: Give us just a moment.	25	Is that, again, generally consistent with
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1	David Merriman	1	David Merriman
2	your understanding that the -- the four founders we've	2	total of a million dollars.
3	talked about had the decisionmaking authority with	3	Q. Right. But the -- just the basic
4	respect to the Trump/ACN relationship?	4	architecture, a million for the video taping and a
5	A. Yes.	5	million for three speaking events. That is the same
6	Q. Okay. And he says, "Met with the founders	6	basic structure reflected in the endorsement
7	late this afternoon, and we agreed on the attached	7	agreement?
8	plan," right?	8	A. Yes. That's correct.
9	Do you see that there?	9	Q. And then the second part of this
10	A. Yeah. I see that.	10	spreadsheet is a -- I mean, is this a forecast, or a
11	Q. All right. So let's look at the	11	projection of CD/DVD sales?
12	attachment.	12	A. Well, that's what the e-mail says, that
13	A. Okay.	13	it's a forecast.
14	Q. This is an Excel sheet that was produced	14	Q. Right. So this -- this was a projection of
15	natively, but we've gone ahead and printed it because	15	sales from ACN to IBOs of CDs or DVDs featuring
16	this one is much more manageable than some of the ones	16	Mr. Trump, right?
17	we looked at this morning.	17	A. That is what it says.
18	This is a spreadsheet that, first, up at	18	
19	the top, reflects the contractual payment obligations	19	
20	that we just talked about, right, a million dollars	20	
21	for a video recording, and then another million	21	
22	dollars for three speaking -- speaking at three	22	
23	events?	23	
24	A. Yeah. It's a total of a million dollars.	24	
25	I'm not sure the timing was all February. But, yes, a	25	

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1 David Merriman

2 (Reporter clarification.)

3 [REDACTED]

4 A. That is what Allan Van Buhler was

5 forecasting, yes.

6 Q. Okay. And that's -- as he says in his

7 e-mail, this was the plan that the founders agreed on,

8 right?

9 A. That is what it says, yes.

10 Q. And was this the ACN opportunity disc, or

11 some other recording of Trump footage, if you know?

12 A. I'm not sure.

13 Q. Okay. Well, let's look at the -- let's

14 look at another document that is a few months later.

15 (Plaintiff Exhibit 23 was marked for

16 identification.)

17 BY MR. QUINN:

18 Q. Okay. So we've now handed you Exhibit 23,

19 which is a document produced by ACN with the Bates

20 ACN008438. I'm looking at the start of the chain.

21 This is a October 24th, 2006, e-mail, so about eight

22 months later from Sheila Marcello to four founders,

23 Allan Van Buhler, and Dave Stevanovski, right?

24 A. That is what it says. Yes.

25 [REDACTED]

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1	David Merriman	1	David Merriman
2	live events, that contract didn't -- didn't require or	2	Q. Okay.
3	contemplate features or appearances from Success from	3	(Plaintiff Exhibit 29 was marked for
4	Home magazine, did it?	4	identification.)
5	A. No, it did not.	5	BY MR. QUINN:
6	Q. So this was essentially a -- a favor or an	6	Q. Okay. Exhibit 29 is a document produced to
7	additional proposal ACN was making, and that at least	7	us by The Trump Organization with the Bates
8	at first, The Trump Organization was sort of pushing	8	TTO-000591.
9	back on, right?	9	Do you see that?
10	A. Well, something ACN proposed, and based on	10	A. Yes.
11	this, initially in November of 2006, they said -- I	11	Q. And it appears to be a hard copy file that
12	don't know when the decision changed.	12	was retained. You can see there's a little bit of
13	Q. Okay. Let's move forward in time a little	13	writing and check marks on it, but the document itself
14	bit.	14	also appears to be an executed agreement, right,
15	So we've looked at the 2006 agreement. I	15	signed both by Robert Stevanovski and Donald Trump and
16	want to make sure that we get through all of them	16	entered into in February of 2008?
17	today. You're aware that following the 2006	17	A. Yes.
18	endorsement agreement, ACN and Donald Trump executed	18	Q. All right. If you look at paragraph 1,
19	another agreement in February of 2008?	19	paragraph 1, again, contemplates Mr. Trump filming a
20	A. Yes.	20	video, right, participating in the production of video
21	Q. Before we mark the agreement itself, in the	21	content?
22	lead up to that agreement being executed, did anyone	22	A. Yes.
23	at The Trump Organization raise with ACN any concerns	23	Q. He's also this time agreeing to film what
24	about reputational issues or so-called mixed reports?	24	are called video pick ups, right, the shorter videos
25	A. I don't recall that, no.	25	that ACN can use at events or other places like that?
Page 224		Page 225	
1	David Merriman	1	David Merriman
2	A. Yes. I see that term referenced, yes.	2	(Reporter clarification.)
3	Q. And this time, in exchange for that, ACN	3	A. Well, perfect in my language with that.
4	pays Mr. Trump 2.2 -- sorry -- \$2.25 million, right?	4	It's not an extension, but it was a new agreement.
5	A. Yes.	5	Q. And if you -- if you sort of look through
6	Q. That's more than double the fee for the	6	this agreement, there's no reference in this one to
7	video-recording portion in the last contract, right?	7	live events.
8	A. Yes.	8	Do you know -- do you know why that is?
9	Q. Do you know whether that increase in fee	9	A. I don't know why that is, no.
10	was requested by Mr. Trump or The Trump Organization,	10	Q. Okay. If you look at the second page,
11	where that change came from?	11	then, in paragraph 9, it says that ACN will pay an
12	A. I don't know.	12	additional 3,330 -- I am sorry -- it will pay an
13	Q. Okay. But ACN was willing to pay the	13	amount a little over \$300,000 -- that's a series of
14	higher fee, right?	14	3's -- in order for Mr. Trump to satisfy his remaining
15	A. Yes.	15	obligation under the 2006 agreement, i.e., to appear
16	Q. And was that because, as of this time,	16	at a third speaking event.
17	February of 2008, ACN was finding that its -- its	17	Is that how you read that?
18	endorsement agreement relationship with Mr. Trump was	18	A. Yes.
19	successful and positive for ACN?	19	Q. And just to be clear, then, the February
20	A. Well, based on the fact that we had a	20	2006 agreement called for three events, and by the
21	signed agreement, it must have been -- it was being a	21	time this February 2008 agreement was signed, it looks
22	positive thing for ACN, yes.	22	like Mr. Trump has spoken at two, and is now
23	Q. Okay.	23	contracting to speak at the third?
24	A. So we renegotiated and extended, pursuant	24	A. Correct.
25	to agreement to be -- or perfect --	25	Q. Okay.

1 David Merriman
2 MR. ROBERT: Fine.
3 BY MR. QUINN:
4 Q. All right. So per usual practice here, we
5 are going to mark Exhibit 46.
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1 David Merriman
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8 Q. All right. Let's take a break.
9 THE VIDEOGRAPHER: The time on the
10 monitor is 4:40 p.m., and we are off the
11 record.
12 (Recess taken.)
13 THE VIDEOGRAPHER: The time on the
14 monitor is 4:52, and we are back on the
15 record.
16 BY MR. QUINN:
17 Q. All right. Let's -- we have been talking
18 about the 2009 Celebrity Apprentice episode. Let's
19 move forward into 2010. Do you recall that regulators
20 in the State of Montana commenced a regulatory
21 proceeding involving ACN in 2010?
22 A. Yes.
23 Q. And did ACN ever receive any diligence or
24 information requests from The Trump Organization
25 concerning those proceedings or any allegations made

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1 UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK

4 _____ X

5 CATHERINE MCKOY, MILLARD WILLIAMS,

6 MARKUS FRAZIER, and LYNN CHADWICK

7 individually and on behalf of all

8 others similarly situated, Index No.

9 Plaintiffs, 1:18-cv-09936-

10 v. LGS

11 THE TRUMP CORPORATION, DONALD J. TRUMP,

12 in his personal capacity, DONALD TRUMP

13 JR., ERIC TRUMP, and IVANKA TRUMP,

14 Defendants.

15 -----X

16

17 ***CONFIDENTIAL***

18 DEPOSITION OF ANNE ARCHER BUTCHER

19 AUGUST 23, 2022

21 REPORTED BY: PATRICIA Y. SCHULER, CSR NO. 11949

22

54

25 JOB NO. 215263

<p style="text-align: right;">Page 50</p> <p>1 THE WITNESS: I can't recall.</p> <p>2 BY MR. QUINN:</p> <p>3 Q. Leaving aside the specific dates of</p> <p>4 specific agreements, do you recall that there were</p> <p>5 a couple video shoots with Mr. Trump --</p> <p>6 A. Yes.</p> <p>7 Q. -- or ACN?</p> <p>8 A. Yes.</p> <p>9 Q. The practice for those sorts of shoots,</p> <p>10 was it that ACN in collaboration with you would</p> <p>11 prepare an initial draft of bullet points or</p> <p>12 scripts or those sorts of things for Mr. Trump's</p> <p>13 consideration and review?</p> <p>14 MS. DAVIDIAN: Object to form.</p> <p>15 THE WITNESS: Could you repeat your</p> <p>16 question, please?</p> <p>17 BY MR. QUINN:</p> <p>18 Q. Yeah. In fact, let me ask it</p> <p>19 differently. For a video shoot like that, what was</p> <p>20 the process of preparing talking points and scripts</p> <p>21 and guides for the video shoot?</p> <p>22 MS. DAVIDIAN: Object to form.</p> <p>23 THE WITNESS: It depended on the</p> <p>24 particular video shoot.</p> <p>25 BY MR. QUINN:</p>	<p style="text-align: right;">Page 51</p> <p>1 Q. Okay. Well, let's start with the 2006</p> <p>2 one. How did that one work?</p> <p>3 A. The talking points that ACN might like,</p> <p>4 they gave me, and then it was given to Mr. Trump's</p> <p>5 office to review. And some of them were not</p> <p>6 acceptable, some of them were, but, of course, this</p> <p>7 thing allows him to be spontaneous and answer only</p> <p>8 what he wants anyway, so they were only conceptual.</p> <p>9 BY MR. QUINN:</p> <p>10 Q. Right. Edits could be made on the spot,</p> <p>11 too, right, the day of in the teleprompter and that</p> <p>12 sort of thing?</p> <p>13 And you understand -- what was the video</p> <p>14 footage for, in your understanding? What was the</p> <p>15 filming for?</p> <p>16 MS. DAVIDIAN: Object to form.</p> <p>17 THE WITNESS: I negotiated the filming so</p> <p>18 that we could announce to the ACN independent</p> <p>19 representatives that he was going to be at their</p> <p>20 event, their next event.</p> <p>21 The events were very educational, but,</p> <p>22 you know, if Tony Robbins was going to be there,</p> <p>23 you would use footage of Tony Robbins. It would be</p> <p>24 generic footage, but this is trying to move into a</p> <p>25 nongeneric sort of presentation.</p>
<p style="text-align: right;">Page 52</p> <p>1 So it was to create that nongeneric, he's</p> <p>2 speaking to ACN. He knows who he's speaking to,</p> <p>3 and he's going to allow it to be used in advance of</p> <p>4 the event.</p> <p>5 BY MR. QUINN:</p> <p>6 Q. It was also utilized in ACN promotional</p> <p>7 materials, right? DVD and websites and those sorts</p> <p>8 of things?</p> <p>9 A. Once we filmed it, I was not responsible</p> <p>10 for how it was used, other than getting clearance</p> <p>11 from Trump's organization.</p> <p>12 Q. Sure. I'm understanding that; just</p> <p>13 trying to get your understanding of what the</p> <p>14 purpose of the filming was.</p> <p>15 So if you look at Paragraph 6 of this</p> <p>16 contract, you start about four or five lines down,</p> <p>17 there's a sentence that reads, "ACN's permitted use</p> <p>18 would include but not be limited to use and</p> <p>19 activities promoting ACN and its vision to ACN</p> <p>20 sales representatives or use in sales, training,</p> <p>21 and motivational aids prepared for ACN's sales</p> <p>22 representatives"? Right?</p> <p>23 A. Right.</p> <p>24 Q. Just above that, it also refers to CDs</p> <p>25 and DVDs to promote ACN to sales representatives,</p>	<p style="text-align: right;">Page 53</p> <p>1 right?</p> <p>2 A. Right.</p> <p>3 Q. So you understand that that was also a</p> <p>4 contemplated purpose of the video filming, right,</p> <p>5 that it would be incorporated into those sort of</p> <p>6 promotional materials?</p> <p>7 A. Right. So that they could invite others.</p> <p>8 It was like an invitation, but it wasn't for the</p> <p>9 public.</p> <p>10 Q. Right. So it's directed to either ACN</p> <p>11 IBOs or ACN representatives or people they might</p> <p>12 want to show that video to in order to invite them,</p> <p>13 right?</p> <p>14 A. Yes.</p> <p>15 Q. And I think we've established the basic</p> <p>16 process was ACN drafted the materials, you sent</p> <p>17 them over to the Trump -- to Mr. Trump or to his</p> <p>18 office or representatives. They would sometimes</p> <p>19 send back edits or feedback, which is a process</p> <p>20 that continued right up through the filming itself,</p> <p>21 including some extemporaneous speaking.</p> <p>22 Is all of that accurate as a matter of a</p> <p>23 general practice?</p> <p>24 A. Yes.</p> <p>25 Q. And then once a DVD or a CD was prepared,</p>

<p>1 Trump organization, not me.</p> <p>2 Q. I guess before we look at the document, 3 why do you say that?</p> <p>4 A. Because I didn't interact with the 5 Success From Home organization; I interacted with 6 ACN.</p> <p>7 Q. I think you said that if Success would 8 have been involved, it would have been through the 9 Trump organization.</p> <p>10 A. Oh, I'm sorry. I meant ACN.</p> <p>11 Q. Just wanted to clarify that.</p> <p>12 A. Thank you for the clarification.</p> <p>13 Q. All right. We'll go ahead and mark the 14 next document.</p> <p>15 (Exhibit 10 was marked for 16 identification.)</p> <p>17 BY MR. QUINN:</p> <p>18 Q. Exhibit 10 is a document produced by your 19 counsel with the Bates No. AAB00001745.</p> <p>20 Do you see that?</p> <p>21 A. Yeah.</p> <p>22 Q. And at the bottom of that first page, you 23 can see an email from Katie Mapel at ACN to you and 24 to Sheila Marcello where she says, "Anne, the 25 magazine made a few additional tweaks to the Trump</p>	<p>Page 78</p> <p>1 piece due to space," right?</p> <p>2 A. Yes. That's exactly the process I was 3 talking about.</p> <p>4 Q. Right. And I was just going to confirm 5 that too, so that that's consistent with what you 6 described.</p> <p>7 Insofar as the Success magazine people 8 had any input on content, it was communicated to 9 you through ACN, right?</p> <p>10 A. Yes. And that's not really a content, 11 that's space.</p> <p>12 Q. Sure. Understood.</p> <p>13 Now, I think you said that you also sent 14 these materials to Rhona Graff and made sure that 15 the Trump organization's edits or feedback was 16 incorporated, right?</p> <p>17 A. Yes.</p> <p>18 Q. And the Trump side did sometimes make 19 revisions or edits, right, to these Success From 20 Home pieces?</p> <p>21 A. Yes.</p> <p>22 MS. DAVIDIAN: Before we get to another 23 document, we've been going about an hour and 15 24 minutes. Is it okay if we take a five-minute 25 break?</p>	<p>Page 80</p>	<p>Page 81</p>
<p>1 MR. QUINN: Sure.</p> <p>2 THE VIDEOGRAPHER: Ready to go off the 3 record?</p> <p>4 MS. DAVIDIAN: Yes.</p> <p>5 THE VIDEOGRAPHER: Going off the record 6 at 10:41 a.m.</p> <p>7 (Recess taken.)</p> <p>8 THE VIDEOGRAPHER: We're back on the 9 record at 10:57 a.m.</p> <p>10 (Exhibit 11 was marked for 11 identification.)</p> <p>12 BY MR. QUINN:</p> <p>13 Q. Good morning, again, Ms. Butcher. I want 14 to shift gears a little bit and just sort of work 15 through the chronology of the contractual 16 relationship.</p> <p>17 So let's mark as our next exhibit. This 18 is going to be Exhibit 11. Exhibit 11 is a 19 document produced to us by the Trump organization 20 with the Bates No. TT0_007255.</p> <p>21 I'll represent to you our understanding 22 is that this, too, is a hard copy file that was 23 maintained at the Trump organization. So somebody 24 printed out this email, and we've had some 25 testimony that the handwriting appears to belong to</p>	<p>1 Norma Foerderer, if that's helpful to you.</p> <p>2 But I want to look at the email itself.</p> <p>3 So this is an email from you to Norma Foerderer, 4 dated September 29, 2005.</p> <p>5 Do you see that?</p> <p>6 A. Um-hmm.</p> <p>7 Q. And who was Norma Foerderer?</p> <p>8 A. Norma was in the role that Rhona Graff 9 was in later. She retired before the project 10 actually started with Mr. Trump.</p> <p>11 Q. So then at some point between here and 12 February of 2006 when the endorsement agreement was 13 signed, that role changed; is that right?</p> <p>14 A. Yes.</p> <p>15 Q. You begin the email, if you look down, 16 you know, past the headers, you write, "Dear 17 Ms. Foerderer, I enjoyed speaking with you and 18 would be delighted to further discuss the services 19 of Mr. Trump as host of a corporate video and 20 speaking engagements for ACN."</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. Did you have a conversation with her 24 prior to sending this, a phone call or something?</p> <p>25 A. Yes.</p>		

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1	Q. You told us earlier that there was some initial outreach, you kind of had trouble getting through, and you were told to go back.	1 A. Very investigative.
2		2 Q. By which side, what do you mean by that?
3		3 A. Norma wanted to know more about the company, more about the founders, more about me, more about everything before she would even allow me to put it in writing and send this to her or even agree to respond.
4	How does this fit in that timeline?	4 Q. And were you able to answer her
5	A. Yes. That's why I'm smiling because I had lots of conversations to try and get through and finally I had.	5 questions? I mean, how did you respond to that?
6		6 A. Yes.
7		7 Q. And that was just a series of phone calls before any correspondence or written communication?
8	Q. Were those conversations with people other than Ms. Foerderer?	8 A. Um-hmm.
9		9 Q. Is this the first written communication you're aware of?
10	A. Yes.	10 A. I don't really remember.
11	Q. Do you remember who they were?	11 Q. Do you remember any written communication
12	A. Legal and PR, whoever those people were at the time.	12 before this?
13		13 A. No, but I didn't remember about this either.
14	Q. And then eventually, someone pointed you to Ms. Foerderer, is that --	14 Q. Okay.
15		15 A. It's a long time ago.
16	A. Yes.	16 Q. Understand. The word -- the phrase we
17	Q. So what do you recall about the phone call you referenced here?	17 lawyers use is refreshing. Sometimes things refresh your recollection as we look at them. But
18		
19	A. This was after many phone calls with her.	
20	Q. With Norma Foerderer?	
21	A. Um-hmm. Where she finally asked me to put in writing what we were discussing, which I did.	
22		
23	Q. What do you recall about those phone calls? What was the basic back and forth?	
24		
25		
Page 84		Page 85
1	okay, but sitting here today, you're not aware of any written correspondence prior to this, just a series of phone calls between you and Ms. Foerderer?	1 you?
2		2 A. Yes.
3		3 Q. And then you go on and outline a proposal in which there would be three appearances as well as a video recording for a total fee of \$2 million; is that right?
4		4 A. Yes.
5	A. Exactly.	5 Q. And that generally matches the 2006 agreement we looked at earlier, right?
6	Q. You go on in your first paragraph to refer to ACN as the "World's largest direct selling telecommunications company"?	6 A. Yes.
7		7 Q. You describe yourself in the email as a producer representing ACN exclusively for this project.
8		8 Do you see that?
9	A. Yes.	9 A. Yes.
10	Q. Where did that information come from?	10 Q. And that's generally consistent with the role you've described here, right?
11	A. That would have come from ACN's PR.	11 A. Yes.
12	Q. You go on to say, "Mr. Trump stands for vision, resilience, and entrepreneurial success, traits that ACN finds very admirable"?	12 Q. How were you compensated in that role? Were you paid by commission or in some other way?
13		13 A. I was paid a percentage of the project.
14		14 Q. The project meaning the amounts ACN would pay to Mr. Trump?
15	A. Yes.	15 A. Yes.
16	Q. Is that consistent with your understanding of what ACN was looking for by pursuing this relationship with Mr. Trump?	16 Q. And that was -- was that 10 percent?
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<p style="text-align: right;">Page 86</p> <p>1 A. It was sometimes 10 percent, sometimes 2 less depending on the particular project.</p> <p>3 Q. Right. It was 10 percent for all the 4 Trump agreements and 5 percent for the Celebrity 5 Apprentice appearances?</p> <p>6 A. For the first Celebrity Apprentice.</p> <p>7 Q. Okay. And what was the second?</p> <p>8 A. 10.</p> <p>9 Q. And then all the specific payments, ACN 10 to Trump, that was 10 percent commission to you, 11 right?</p> <p>12 A. Yes.</p> <p>13 Q. At the end of your email to 14 Ms. Foerderer, you say, "I look forward to 15 discussing the project." If you then flip through 16 the document itself, after you give your contact 17 information, there are a series of other documents 18 kind of appended to this that reference USA today. 19 Do you see those?</p> <p>20 A. Yes.</p> <p>21 Q. Is this material that you sent to 22 Ms. Foerderer as sort of background, or do you 23 recall what this is?</p> <p>24 A. I don't.</p> <p>25 Q. Do you recall sending her anything in</p>	<p style="text-align: right;">Page 87</p> <p>1 background beyond what you just described on the 2 phone?</p> <p>3 A. No.</p> <p>4 Q. Okay.</p> <p>5 A. I don't mention those things in here, do 6 I?</p> <p>7 Q. You don't, that's true. The email itself 8 doesn't give any indication. They were just stored 9 together in the Trump organization's files.</p> <p>10 So I'm wondering, is it your 11 understanding perhaps they hold these themselves, 12 perhaps you sent them to them?</p> <p>13 A. She was very precise in asking me to 14 present exactly what we had discussed, and that's 15 what I did in the letter. That's what was used for 16 the agreement. I don't remember any of this other 17 stuff.</p> <p>18 Q. Let me just show you one other thing. 19 (Exhibit 12 was marked for 20 identification.)</p> <p>21 BY MR. QUINN:</p> <p>22 Q. We have marked as Exhibit 12 a document 23 produced by ACN with the Bates No. ACN014847. This 24 is an email from you to Robert Stevanovski the very 25 same day, right, September 29, 2005?</p>
<p style="text-align: right;">Page 88</p> <p>1 A. Um-hmm.</p> <p>2 Q. This is sort of a few hours earlier, 3 right?</p> <p>4 A. Right.</p> <p>5 Q. And you say to Mr. Stevanovski -- the 6 subject line "4 USA Today ads." And you say, 7 "Thanks, Robert," right?</p> <p>8 A. Yes.</p> <p>9 Q. Does that refresh your recollection in 10 any way that --</p> <p>11 A. No, it doesn't.</p> <p>12 Q. Okay. So just -- your best recollection 13 is other than the email itself outlining the 14 proposal and describing the company, you don't 15 remember sending Ms. Foerderer anything?</p> <p>16 A. No.</p> <p>17 Q. And I guess, sorry, just to be clear, 18 when you say, "No," you mean, no, I don't recall; 19 that's correct?</p> <p>20 A. No, I don't recall. I don't even recall 21 sending her this letter. It's very nice seeing it.</p> <p>22 Q. Okay.</p> <p>23 (Exhibit 13 was marked for 24 identification.)</p> <p>25 ///</p>	<p style="text-align: right;">Page 89</p> <p>1 BY MR. QUINN:</p> <p>2 Q. So we have marked as Exhibit 13 the 3 document bearing the Bates No. TTO_007252. This 4 was produced to us by the Trump organization. And 5 this is another paper file that we understand 6 Ms. Foerderer printed out and wrote on.</p> <p>7 But the document itself is an email from 8 you to Ms. Foerderer -- it's actually two emails 9 that were stored together, both from you to Ms. 10 Foerderer in early November 2005; is that right?</p> <p>11 A. What did you just ask me? Can you state 12 it again?</p> <p>13 Q. Yeah. Leaving aside the handwriting, 14 where, again, we understand this was a paper file 15 that Ms. Foerderer may have written, on. It was 16 maintained by the Trump organization, that the 17 documents that were printed are two emails from you 18 to Ms. Foerderer from early November 2005; is that 19 right?</p> <p>20 A. Um-hmm. Yes.</p> <p>21 Q. If we start with the November 4 email, 22 which is on the second page of the document, this 23 is roughly five weeks after the September email we 24 just saw; is that right?</p> <p>25 A. Um-hmm.</p>

<p style="text-align: right;">Page 166</p> <p>1 point in time about how large the events were?</p> <p>2 A. Yes.</p> <p>3 Q. You can put that to the side.</p> <p>4 (Exhibit 24 was marked for</p> <p>5 identification.)</p> <p>6 BY MR. QUINN:</p> <p>7 Q. For the record, I'm going to facilitate</p> <p>8 the chat on there, this is an email exchange</p> <p>9 produced by the Trump organization with Bates No.</p> <p>10 TTO_004154.</p> <p>11 A. Okay. Thank you.</p> <p>12 Q. Sure. So again, this is an email</p> <p>13 exchange between you and Rhona Graff from</p> <p>14 February 2013 about an event in Charlotte?</p> <p>15 A. Yes.</p> <p>16 Q. And if you look at the first paragraph of</p> <p>17 your email to Ms. Graff, you say, "I know you</p> <p>18 received my text, but I wanted to take a moment to</p> <p>19 say again, the Charlotte event could not have been</p> <p>20 better. The arena was packed to the rafters, and</p> <p>21 the crowd was very excited when Mr. Trump stepped</p> <p>22 on the stage. It was an actual roar!"</p> <p>23 Do you see that?</p> <p>24 A. Yes.</p> <p>25 Q. Is that also, you know, a fair summary of</p>	<p style="text-align: right;">Page 167</p> <p>1 these events as you recall them through the period</p> <p>2 of Mr. Trump's involvement with ACN?</p> <p>3 A. Yes.</p> <p>4 Q. So it's fair to say -- this is now 2013,</p> <p>5 so towards the end of the relationship, is it fair</p> <p>6 to say that this was a consistent reaction from the</p> <p>7 people in attendance throughout the relationship?</p> <p>8 A. Yes.</p> <p>9 Q. And you can see that you assure her that</p> <p>10 the ACN cofounders also, or at least Greg and</p> <p>11 Robert, you know, thought this was a home run and a</p> <p>12 really positive experience.</p> <p>13 Was that also consistent throughout these</p> <p>14 appearances?</p> <p>15 A. Yes.</p> <p>16 Q. You can put that to the side.</p> <p>17 (Exhibit 25 was marked for</p> <p>18 identification.)</p> <p>19 BY MR. QUINN:</p> <p>20 Q. So we paused there to talk a bit about</p> <p>21 the events. I think we had been through the '06</p> <p>22 agreement. I want to talk a little bit about the</p> <p>23 next agreement that was entered in January of 2008.</p> <p>24 A. We're going backwards in time, right?</p> <p>25 Okay.</p>
<p style="text-align: right;">Page 168</p> <p>1 Q. Yeah, we took a pause to talk about the</p> <p>2 consistency around the events, but let's keep</p> <p>3 working through the relationship now.</p> <p>4 And so while the witness takes a look at</p> <p>5 the document, for the record and the folks on the</p> <p>6 Zoom, the Bates is TTO_004386, and this is</p> <p>7 Exhibit 25.</p> <p>8 So this email, Exhibit 25, this is an</p> <p>9 exchange between you and Ms. -- well, an email from</p> <p>10 you to Ms. Graff, and she then forwards it to</p> <p>11 Ms. Gossler. And you're reaching out about</p> <p>12 continuing the contractual relationship at this</p> <p>13 point, right?</p> <p>14 A. Um-hmm.</p> <p>15 Q. And if you look at the last -- your last</p> <p>16 paragraph on the first page, you say, "We would</p> <p>17 like to again -- excuse me.</p> <p>18 "We would again like to make the offer to</p> <p>19 Mr. Trump for celebrity endorsement services while</p> <p>20 eliminating any need for Mr. Trump to appear in</p> <p>21 person at the events. We would love to renew the</p> <p>22 agreement for three years with the same use on DVD</p> <p>23 and the Internet and simply film with Mr. Trump and</p> <p>24 include video greetings to the ACN participants at</p> <p>25 the specific events."</p>	<p style="text-align: right;">Page 169</p> <p>1 Do you see that?</p> <p>2 A. I do.</p> <p>3 Q. Do you recall discussion around this time</p> <p>4 about an agreement that would be limited to the</p> <p>5 video filming and not include live events?</p> <p>6 A. No, actually, I don't.</p> <p>7 Q. But that does seem to be what this is --</p> <p>8 A. Yeah.</p> <p>9 Q. -- suggesting?</p> <p>10 A. That's what this says. And this is 2008?</p> <p>11 He did continue coming to the events. I don't know</p> <p>12 what this is about.</p> <p>13 Q. So if you look a few paragraphs up, you</p> <p>14 can see there's a reference there that says, "For</p> <p>15 Meadowlands, Saturday afternoon on June 28 looks</p> <p>16 good," right?</p> <p>17 A. Um-hmm.</p> <p>18 Q. So that's ultimately looking forward to</p> <p>19 six months to a potential event.</p> <p>20 A. Um-hmm.</p> <p>21 Q. Right? Does that clear it up in your</p> <p>22 mind at all or help you remember what was being</p> <p>23 discussed at the time?</p> <p>24 A. No, because this paragraph you're</p> <p>25 referring to says that he wouldn't come to the</p>

Page 1

1 Robert Stevanovski
2 UNITED STATES DISTRICT COURT
3 FOR THE SOUTHERN DISTRICT OF NEW YORK
4 Index No. 1:18-cv-09936-LGS
5 CATHERINE MCKOY, MILLARD
6 WILLIAMS, MARKUS FRAZIER, and
7 LYNN CHADWICK, individually and
8 on behalf of all others
9 similarly situated,

10 Plaintiffs,
11 vs.
12 THE TRUMP CORPORATION, DONALD J.
13 TRUMP, in his personal capacity,
14 DONALD TRUMP, JR., ERIC TRUMP,
15 and IVANKA TRUMP

16 Defendants.

18 Videotape Deposition of
19 Robert Stevanovski
Friday, March 17, 2023
At 2:00 p.m.

23 Reported by LeShaunda Cass-Byrd, CSR, RPR
24 TSG Job No. 223126

Page 82		Page 83	
1	Robert Stevanovski	1	Robert Stevanovski
2	Q. All right. Let my just show you those	2	A. Just a simple statement that, you know,
3	documents that she references.	3	ACN -- I think it was for energy, I don't know, mobile
4	(Plaintiff Exhibit 17 was marked for	4	I. Don't recall exact services, but basically, that
5	identification.)	5	ACN, you know, had, you know, forever promotions that
6	BY MR. QUINN:	6	allows to you get huge discount or free service on
7	Q. So, again, a little out of order. Exhibit	7	services. That's -- a lot of people join for that
8	17 is a document referenced in Dr. Cunningham's	8	reason. They look at it as a way to get a free
9	declaration with the Bates number ACN 200181 through	9	service.
10	185.	10	Q. All right. And these were promotions that
11	A. Uh-huh (affirmative).	11	ACN ran at it's discretion from time to time, right,
12	Q. Now that I have shown you this document, do	12	and they changed over time?
13	you recognize it?	13	A. To my knowledge -- again, to the best of my
14	A. Can we take one document at a time?	14	knowledge, we've always had them. It might have
15	Q. Sure. She says she received them as a set,	15	changed, like, instead of getting four you might have
16	so I'm asking if you recognize the set?	16	to get five, instead of five, you might have to get
17	A. I don't recognize the set. I wasn't part	17	seven. But to my knowledge, we always had them.
18	of providing any of this information.	18	Q. You've always had some version of a
19	Q. Okay. If you look on the second page,	19	promotional program relating to go products or?
20	there is a reference to strive for five, four IBOs.	20	A. Well, we always had many versions of
21	She talks about this a bit in her report. Do you	21	promotional products. We always had a lot of
22	recall any discussion about promotions that ACN ran	22	promotions, either products that we own ourselves, or
23	like this?	23	partners, be it, AT&T, Verizon, or Direct TV. I think
24	A. Yes.	24	we are talking about this specific thing. But yes, we
25	Q. What do you recall about that?	25	always had these promotions always.
Page 84		Page 85	
1	Robert Stevanovski	1	Robert Stevanovski
2	Q. All right. But they ebbed and flowed and	2	pronounces there, and I think we talked past each
3	changed. They were rolled in and rolled out, right?	3	other.
4	They evolved over time?	4	I was asking about the formal document,
5	A. They didn't role in and role out. We	5	like the one we looked the at earlier. It was updated
6	always had them. But the criteria for them, might --	6	as of July 2014, the ACN IBO compensation plan
7	like I said, instead of getting four, maybe you needed	7	document itself.
8	six, instead of five we needed seven, so we've always	8	You are aware of that document, right, the
9	had them.	9	conversation?
10	Q. These sorts of promotions are managed	10	A. Well -- yes. The 2014, we had, you know --
11	outside of ACN's competition plan, right? They are	11	again, it may vary what's included in that depending
12	not set forth in a compensation plan, they are set	12	on what you look at it in 2009 or '12 or '18 or today.
13	forth in documents like this?	13	Q. Right. I understand that there were
14	A. Well, I don't know if I can disagree or	14	various version of the compensation plan over time.
15	agree with you there. It's part of the compensation	15	But I'm just asking, these sorts of promotions,
16	plan. Every IBO sees it and gets it. They know it	16	acquire five customers, get your own service free,
17	exists. It's part, I would say, indirectly the	17	et cetera, those sorts of promotions are not governed
18	compensation. If you can join a company and save 60	18	by the ACN IBO compensation plan documents. They are
19	bucks a month by not paying your cellphone or save 150	19	run separately from that; isn't that true?
20	bucks a month by not paying your electric bill, to me,	20	A. Again, I don't think it's fully true. Like
21	that seems like the right compensation. So I would	21	today, if you pull a document or competition today,
22	say it's part of the compensation, and IBO always had	22	all of that is part that.
23	that available to them just like they did everything	23	Q. I'm not asking for a document on
24	else.	24	compensation, I'm asking about the ACN compensation
25	Q. All right. So there were a lot of	25	plan document in the form that we looked at earlier?